CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.) INDEX NO. UNASSIGNED

NYSCEF DOC. NO. 3 RECEIVED NYSCEF: 11/08/2022

EXHIBIT A

Life Insurance Company

NYSCEF DOC. NO. 3

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John Hancock Place Boston, Massachusetts 02117 1-800-732-5543

INSURED HELENA GOLD

SUM INSURED AT ISSUE \$1,000,000

POLICY NUMBER UL 00 266 242

DATE OF ISSUE September 28, 2002

PLAN Medallion Gold

INDIVIDUAL UNIVERSAL LIFE INSURANCE

The John Hancock Life Insurance Company ("The Company") agrees, subject to the conditions and provisions of this policy, to pay the Death Benefit to the Beneficiary upon the death of the Insured if such death occurs while the policy is in force, and to provide the other benefits, rights and privileges of the policy.

Payment will be made on receipt at our Home Office in Boston, Massachusetts, of due proof of the Insured's death.

The policy, which includes any Riders that are a part of the policy on delivery, is issued in consideration of the application and the payment of the Minimum Initial Premium as shown on Page 3.

The Policy Specifications and the conditions and provisions on this and the following pages are part of the policy.

10 Day Right of Examination – This policy may be returned by delivering or mailing it within 10 days after its receipt to the Company at Boston, Massachusetts, or to the agent or agency office through which it was delivered. Immediately on such delivery or mailing, the policy shall be deemed void from the beginning. Any premium paid on it will then be refunded.

Signed for the Company at Boston, Massachusetts.

President

Secretary

Flexible Premium Universal Life Insurance

Death Benefit payable at death of Insured

Non-Participating - not eligible for dividends

Benefits, premiums and the Premium Class are shown in the Policy Specifications Section.

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Policy Provisions

Section

- 1. Policy Specifications
- 2. Table of Rates
- 3. Definitions
- 4. Sum Insured
- 5. Death Benefit
- 6. Increase in Credited Rate
- 7. Premium Payments
- 8. Grace Period
- 9. Account Value
- 10. Loans and Dividends
- 11. Surrenders
- 12. Annual Report to Owner
- 13. Basis of Computations
- 14. Reinstatement
- 15. Owner and Beneficiary
- 16. Interest on Proceeds
- 17. Claims of Creditors
- 18. Assignment
- 19. Incontestability
- 20. Misstatements
- 21. Suicide
- 22. The Contract
- 23. Settlement Provisions

1. POLICY SPECIFICATIONS

Insured **HELENA GOLD**

Issue Age

Sex **Female**

Premium Class **Preferred**

Owner, Beneficiary As designated in the application subject to Section 15 of the policy.

Policy Number UL 00 266 242 Plan Medallion Gold

Date of Issue September 28, 2002 Sum Insured at Issue

\$1,000,000

Death Benefit Option at Issue

Option A

Other Benefits and Specifications \$100,000

Minimum Sum Insured

The First 5 Policy Years

Primary No Lapse Guarantee Period*

To Insured's age 100

Secondary No Lapse Guarantee Period*

MINIMUM GUARANTEED INTEREST RATE: 4%1

PREMIUMS

\$45,540.00 per year for 24 years

Planned Premium

\$1,990.00

Monthly Primary No Lapse

per month

Guarantee Premium

\$2,046.33

Monthly Secondary No Lapse

Guarantee Premium *

per month

\$23,880.00

Minimum Initial Premium

Annual

Billing Interval

Notice: The actual premiums paid will affect the Account Value and the duration of insurance coverage, and will affect the Death Benefit if the Account Value affects the Death Benefit. Even if the Planned Premiums shown above are paid as scheduled, they may not be sufficient to continue the policy in force until the death of the Insured. The policy will continue in force until the death of the Insured only if on each Processing Date actual premiums paid plus actual interest credited less any Surrender Charges, any Withdrawals, and any indebtedness is sufficient to provide for all Policy Charges when due.



^{*} Unpaid charges will accumulate while the Primary and Secondary No Lapse Guarantee Periods are in effect and could result in the need for a lump sum payment to keep the policy in force.

¹ Interest above the minimum guaranteed interest rate shown above is not guaranteed and the Company has the right to change the amount of additional interest credited to the policy and the amount of cost of insurance or other expense charges deducted under the policy which may require more premium to be paid than was illustrated or the cash values may be less than those illustrated.

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1. POLICY SPECIFICATIONS, continued

MAXIMUM POLICY CHARGES

Deductions from Premium Payments

Sales Charge: 6% of premiums paid for all Policy Years.

Monthly Deductions from Account Value

Maintenance Charge

\$5.00 for all Policy Years

Issue Charge

\$0.70 per \$1000 of Sum Insured at Issue deducted for the first 5

Policy Years

Cost of Insurance

Charge

Determined in accordance with Section 9, and deducted for all

Policy Years; Maximum Monthly Rates are shown in Section 2

Surrender Charge

\$40,000.00 during the first Policy Year, decreasing by \$2,666.67 each Policy Year to \$0 in the 16th Policy Year

A charge of \$20.00 will be made for any Withdrawal.

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2. TABLE OF RATES

	Data	Table
Α.	Rate	i abie

Maximum Monthly	
Rates per \$1,000 of	Required Additional
Net Amount at Risk ²	Death Benefit Factor
3.5727	1.05
4.0132	1.05
4.4866	1.05
5.0064	1.05
5.5957	1.05
6 27 55	1.05
	1.05
	1.05
	1.05
10.1644	1.05
11.4037	1.05
12.7496	1.05
14.1910	1.05
15.7552	1.05
17.4462	1.05
19.3051	1.04
21.3968	1.03
23.8404	1.02
26.9264	1.01
31.3101	1.00
38 5048	1.00
	1.00
- · · · · · · · · · · · · · · · · · · ·	1.00
	1.00
83.3333	1.00
	Rates per \$1,000 of Net Amount at Risk ² 3.5727 4.0132 4.4866 5.0064 5.5957 6.2755 7.0675 7.9885 9.0201 10.1644 11.4037 12.7496 14.1910 15.7552 17.4462 19.3051 21.3968 23.8404 26.9264

¹ On a Policy anniversary, "age" means the age of the Insured at his or her birthday nearest that date. That "age" will apply until the next anniversary.

² Maximum Monthly Rates and Minimum Values are based on the 1980 Commissioners Standard
This is a con**Ordinary1Smoker or Nonsmoker Montality Table as the case may be**art rules (22 NYCRR §202.5-b(d)(3)(i))
which, at the time of its printout from the court system's electronic website, had not yet been reviewed and
approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject
filings for various reasons, readers should be aware that documents bearing this legend may not have been

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accepted for filing by the County Clerk.

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3. DEFINITIONS

"Application" means the application for this policy attached to and made a part of this policy.

"In force" means that the insurance under the policy is being continued for the Death Benefit.

"Indebtedness" means all existing loans on this policy plus earned interest which has either accrued or been added.

"Payment" means, unless otherwise stated, payment at our Home Office in Boston, Massachusetts.

"Planned Premium" means the amount the Owner intends to pay, as indicated on the application and shown in Section 1.

"Primary No Lapse Guarantee" means the policy is guaranteed not to terminate during the Primary No Lapse Guarantee Period, provided all conditions of the policy are met. The Primary No Lapse Guarantee Period is measured from the date of issue of the policy.

"Processing Date" means the first day of a policy month. A policy month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Date of Issue occurred. If the Date of Issue is the 29th, 30th, or 31st day of a calendar month, then for any calendar month which has fewer days, the first day of the policy month will be the last day of such calendar month. The Date of Issue is not a Processing Date.

"Secondary No Lapse Guarantee" means the policy is guaranteed not to terminate during the Secondary No Lapse Guarantee Period, provided all conditions of the policy are met. The Secondary No Lapse Guarantee Period is measured from the Date of Issue of the Policy. The Secondary No Lapse Guarantee Period is not available if the Premium Cost Recovery Benefit or a scheduled increase is elected on the application. Additionally, the Secondary No Lapse Guarantee ceases to be in effect in the event of an unscheduled increase in Sum Insured.

"We", "us" and "our" refer only to the Company.

"Written notice" means, unless otherwise stated, a written notice filed at our Home Office in Boston, Massachusetts.

"You" and "your" refer only to the Owner of this policy.

4. SUM INSURED

Sum Insured is equal to the Sum Insured at Issue as shown on page 3 until changed. A change will not be effected that would reduce the Sum Insured below the Minimum Sum Insured as shown on page 3 without our prior approval. Scheduled changes are elected on the application. Unscheduled changes may also be made. An unscheduled change in Sum Insured may be requested by written notice at any time after the first Policy Year. We reserve the right to limit the number and maximum and minimum amounts of requested changes. A requested change will be subject to our approval. We may require evidence of insurability satisfactory to us as part of our approval. A minimum premium payment may also be required. When a requested change becomes effective, and if then required by our rules, a Withdrawal and/or a change in future Planned Premiums will automatically be effected to comply with those rules. Any change will be effective on the next Processing Date after our approval.

A charge will be deducted from your Account Value as a result of any requested decrease in the Sum Insured. The charge will be equal to a proportionate part of the surrender charge that would have applied if the policy had been surrendered on the date the decrease in Sum Insured takes effect. The proportion will be equal to the amount of the decrease in Sum Insured divided by the amount of Sum Insured in effect before the decrease. Any No-Lapse Guarantees in effect on the date of the requested decrease may be adjusted prospectively to reflect the new Sum Insured.

The provisions of this policy are to be interpreted to ensure or maintain qualification as a life insurance contract for federal tax purposes, notwithstanding any other provisions to the contrary. If at any time the premiums paid under the Policy exceed the amount allowable for such tax qualification, such excess amount shall be removed from the Policy as of the date of its payment, together with interest thereon from such date, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount (and interest) shall be refunded to the Owner no later than 60 days after the end of the applicable Policy Year. If this excess amount (and interest) is not refunded by then, the Sum Insured under the policy shall be increased retroactively so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification.



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5. DEATH BENEFIT

The Death Benefit will equal the death benefit of the policy minus any indebtedness on the date of death. We will also deduct any unpaid charges under Section 9. If the Insured dies during a grace period as described in Section 8, we will also deduct the amount of any unpaid shortfall described in that section.

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The death benefit of the policy depends in part on which of the following Options is in effect. The Option at Issue is selected in the application for the policy.

Option A: The death benefit is the Sum Insured, plus any Required Additional Death Benefit as described below.

Option B: The death benefit is the Sum Insured plus the Account Value on the date of death of the Insured, plus any Required Additional Death Benefit as described below.

Required Additional Death Benefit

Except as otherwise provided, the death benefit of the policy will be increased if necessary to ensure that the policy will continue to qualify as life insurance under federal tax law. The amount of any such increase is the Required Additional Death Benefit.

With respect to Option A, the Required Additional Death Benefit on any date will be equal to the amount, if any, by which the Total Required Death Benefit as of such date, as defined below, exceeds the Sum Insured.

With respect to Option B, the Required Additional Death Benefit on any date will be equal to the amount, if any, by which the Total Required Death Benefit as of such date, as defined below, exceeds the sum of the Sum Insured and the Account Value.

The Total Required Death Benefit will equal (i) the Account Value multiplied by (ii) the applicable Required Additional Death Benefit factor shown in Section 2.

A charge for any Required Additional Death Benefit in effect on any Processing Date will be deducted from the Account Value on such date. Such charge will be determined as described in the Cost of Insurance Charge subsection of Section 9.

Change of Death Benefit Option

You may change between death benefit options A and B after issue, subject to our administrative rules then in effect. At the time a new Option takes effect after a change, the Death Benefit under the new Option will be the same as it was under the old Option. A change from Option B to Option A will therefore increase the Sum Insured by the Account Value at the time the new Option takes effect. Conversely, a change from Option A to Option B will decrease the Sum Insured by the Account Value. Evidence of insurability will be required when changing from Option A to Option B.

Death Benefit At and After Age 100

If this policy is in full force, on the policy anniversary nearest the Insured's 100th birthday, Death Benefit Options A and B described above will cease to apply. We will automatically set the Sum Insured equal to zero, and discontinue deduction of charges. As a result of such changes, the death benefit of the policy will thereafter be equal to the Account Value, and the applicable Death Benefit Factor will be 1.00. In no event will premium payments be accepted after the policy anniversary nearest the Insured's 100th birthday. However, loan repayments are permitted after age 100. Likewise, policy loans, partial withdrawals and transfers among funds are permitted after age 100.

Note: This policy may not qualify as life insurance after the Insured's 100th birthday, and may therefore, be subject to adverse tax consequences. Please consult a tax advisor before choosing to continue the policy after age 100.

6. INCREASE IN CREDITED RATE

We will determine the rate or rates of interest to be credited to the Account Value. In no event will the minimum credited interest rate be less than 4%.

Beginning in Policy Year 11, if the credited rate of interest exceeds 4%, then such credited rate of interest will be increased by an amount equal to the lesser of (i) 50% of the difference between the credited rate and the guaranteed rate of 4%, and (ii) 1%.

The increase in credited rate is applied only to amounts of Account Value in excess of indebtedness.

7. PREMIUM PAYMENTS

Payments of premiums shall be made only to us at our Home Office.

Planned Premiums as of the Date of Issue are shown on page 3 and in the application. They are scheduled to be paid on the first day of their premium interval. You may request a change in the amount and frequency of future Planned Premiums, subject to any limitations then in effect. We may make changes in the amount of future Planned Premiums in accordance with the "Sum Insured", "Death Benefit", and "Surrenders" provisions of the policy.

Subject to our minimum and maximum limits, additional premiums may be paid while the policy is in force.

When we receive a payment, any amount so specified will be applied to reduce any outstanding loan.

When we receive a premium payment we will deduct a Sales Charge, as shown on page 3A. The remainder will constitute Net Premium.

We may refuse to credit all or part of a premium payment if the total of premiums paid then exceeds the total of all Planned Premiums scheduled to be paid from the Date of Issue as shown on the application. Any uncredited excess will be refunded or applied as otherwise agreed.

8. GRACE PERIOD

If on a Processing Date, prior to the deduction of applicable monthly charges from the Account Value, such charges exceed the Account Value less: (i) any Surrender Charge that would then be due on surrender; and (ii) any indebtedness, this policy will be in default as of such Processing Date ("date of default") and will remain in force for a grace period of 61 days from the date of default. The amount by which such deductions exceed the Account Value less (i) any Surrender Charge that would then be due on surrender, and (ii) any indebtedness is the "shortfall." At least 15 and not more than 45 days before the end of the grace period, we will send notice of the minimum premium that we require to keep the policy in force beyond the end of the grace period. If such minimum premium is not received by the end of the grace period, the policy will terminate without value.

The minimum premium that we require will be equal to a payment which produces a Net Premium at least equal to: (i) the shortfall on the date of default plus (ii) all Expense Charges and Cost of Insurance Charges as described in Section 9 for the next two Processing Dates, where such charges are assumed to be equal to those calculated on the date of default.

However, if:

- (a) the policy is in the Primary No Lapse Guarantee Period, and there have been no increases in Sum Insured or the addition of a rider after the Date of Issue of this policy, then this policy will not terminate in accordance with this "Grace Period" provision provided that, during the Primary No Lapse Guarantee Period, on the Processing Date that would begin the Grace Period, the sum of: (i) premiums paid, less (ii) Withdrawals, less (iii) indebtedness equals or exceeds the minimum Monthly Primary No Lapse Guarantee Premium, shown on page 3, times the number of completed policy months since the Date of Issue plus the current policy month;
- (b) the policy is beyond the Primary No Lapse Guarantee Period, and in the Secondary No Lapse Guarantee Period, and there have been no increases in Sum Insured or the addition of a rider after the Date of Issue of this policy, then this policy will not terminate in accordance with this "Grace Period" provision provided that, during the Secondary No Lapse Guarantee Period, on the Processing Date that would begin the Grace Period, the sum of: (i) premiums paid, less (ii) Withdrawals, both accumulated at an effective annual interest rate of 4%, less (iii) indebtedness equals or exceeds the Monthly Secondary No Lapse Guarantee Premium, shown on page 3, also accumulated at an effective annual interest rate of 4% for the number of completed policy months since the Date of Issue plus the current policy month. Such interest accumulation will be measured from the date the premium was credited or the Withdrawal was effective up to such Processing Date that would begin the Grace Period.

If the Insured dies during the Grace Period, we will deduct from the proceeds any unpaid charges and costs.

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9. ACCOUNT VALUE

On the later of the Date of Issue or the receipt of the first payment at our Home Office the Account Value will be equal to the Net Premium credited less an amount not to exceed the maximum Monthly Deductions from Account Value shown on page 3A. The first Cost of Insurance Charge is due on the Date of Issue. The Account Value is then determined daily by accumulating with interest the Account Value for the prior day increased by Net Premiums credited and decreased by Withdrawals and, on a Processing Date, the Expense Charges, and Cost of Insurance Charge.

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Interest

We will determine the rate or rates of interest to be credited to the Account Value. Any additional interest will be credited to the Account Value no less frequently than annually. Additional interest is nonforfeitable after crediting. In no event will the minimum credited interest rate be less than an effective annual guaranteed credited interest rate of 4%. The credited interest rate will be determined prospectively and will be based on our future expectations of investment income, expenses, persistency, and mortality experience.

We will determine a separate rate of interest to be credited to: (i) amounts of Account Value up to and including indebtedness; and (ii) amounts of Account Value in excess of indebtedness. The rate of interest credited to (i) will be no less than the current Loan Interest Rate for this policy less .75% for the first 20 Policy Years and .25% thereafter.

Expense Charges

We will deduct from the Account Value on each applicable Processing Date, an amount not to exceed the maximum Issue Charge shown on Page 3A. We will deduct from the Account Value on each Processing Date an amount not to exceed the maximum Maintenance Charge shown on page 3A.

Cost of Insurance Charge

The Cost of Insurance Charge on the Date of Issue or on any Processing Date is the charge: (i) for the Net Amount at Risk; (ii) for any applicable riders which are part of the policy; and (iii) for all ratings, if applicable. The charge for the Net Amount at Risk is an amount equal to the applicable Applied Monthly Rate multiplied by the Net Amount at Risk on the Date of Issue or such Processing Date as the case may be. Each Cost of Insurance Charge is deducted in advance of the insurance coverage to which it applies.

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Account Value at the end of the immediately preceding day less all charges due on the Date of Issue or Processing Date:
- (b) (i) is the Sum Insured divided by 1.0032737 for death benefit option A; or
 - (ii) is the Sum Insured divided by 1.0032737 plus the amount defined in (a) above for death benefit option B: and
- (c) is the amount defined in (a) above, multiplied by the applicable Required Additional Death Benefit Factor as shown in Section 2.

The Applied Monthly Rates are the actual rates used to calculate the Cost of Insurance Charge. We will determine the Applied Monthly Rates to be used for this policy. They will not exceed the applicable Maximum Monthly Rates shown in the applicable Table of Rates in Section 2. The Applied Monthly Rates will be based on our expectations of future mortality experience. They will be reviewed at least once every 5 Policy Years. Any change in Applied Monthly Rates will be made on a uniform basis for Insureds of the same sex, Issue Age, and Premium Class, including tobacco user status, and whose policies have been in force for the same length of time.

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10. LOANS AND DIVIDENDS

Beginning in the first Policy Year, you may borrow money from us on receipt at our Home Office of a completed form satisfactory to us assigning the policy as the only security for the loan.

Loans may be made if a Loan Value is available. Each loan must be for at least \$500. We may defer loans as provided by law. We will not defer loans for more than 6 months. We will not defer loans that are applied to pay premiums on our policies. Loans may not be made if the policy is in a grace period.

The Loan Value while the policy is in full force will be equal to (a) minus (b) minus (c) where:

- (a) is the Account Value less surrender charge;
- (b) is three times the sum of all monthly charges deducted from the Account Value for the policy month in which the loan is obtained; and
- (c) is (a) above minus (b) above multiplied by 0.75% in Policy Years 1 through 20 and 0.25% thereafter.

The amount of loan available will be the Loan Value less any existing indebtedness.

Loan interest at a rate described in the "Variable Loan Interest Rate" provision below will accrue daily beginning on the date of the loan. Loan interest will be added to the indebtedness daily and will bear interest at the same rate from the date added.

Indebtedness may be repaid in full or in part at any time before the Insured's death, and while the policy is in force.

Variable Loan Interest Rate

We will annually determine in the month preceding the policy anniversary the Loan Interest Rate for this policy. This rate will apply to all indebtedness outstanding during the Policy Year next following the date of determination. The rate will not exceed the higher of (a) the "Published Monthly Average" for the calendar month that is two months before the month in which the date of determination occurs; and (b) 5%.

The "Published Monthly Average" means Moody's Corporate Bond Yield Average-Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor thereto. If the "Published Monthly Average" is no longer published, we reserve the right to select a substitute that we deem appropriate, subject to applicable law, regulation, or other state requirement.

When a new rate is determined: (a) we may increase the previous rate if the increase would be at least 1/2%; and (b) we must reduce the previous rate if the decrease would be at least 1/2%. We will: (a) notify you of the initial Loan Interest Rate at the time a loan is made; and (b) notify you in advance of a policy anniversary of any increase in the Loan Interest Rate if there is outstanding indebtedness on the policy. The policy will not lapse solely as a result of a change in the Loan Interest Rate.

Dividends

This policy is not eligible for dividends.

11. SURRENDERS

We will pay the Surrender Value of the policy on receipt of written notice and the policy before the Insured's death. On such receipt the policy will terminate without further value.

The Surrender Value will be equal to the Account Value less any indebtedness and less any surrender charges.

At any time after the first Policy Year, you may apply the Surrender Value to purchase a level amount of paid up whole life insurance under this policy. The amount of such paid up insurance and of the Surrender Value of that insurance will be calculated using guaranteed maximum mortality charges and 4% interest. No further expense charges will be deducted. The Minimum Sum Insured shown in Section 1 of this policy will not be applicable in determining the paid up amount.

We may require evidence of insurability for any amount of insurance in excess of the Death Benefit under this policy on the date the Surrender Value is applied.

After the first Policy Year, you may request a surrender of less than the Surrender Value in accordance with our rules then in effect. We reserve the right to make a charge of up to \$20 for each such request. The total of any such charge and the amount requested is a called a Withdrawal. For each Withdrawal, a charge will be deducted from your Account Value. This charge will be equal to a proportionate part of the surrender charge that would have applied if the policy had been surrendered on the date of the Withdrawal. The proportion will be equal to the amount of the reduction in Sum Insured caused by the Withdrawal divided by the amount of Sum Insured in effect before the reduction. Generally, each Withdrawal must be at least \$500.



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On receipt of such request we will deduct the amount of the Withdrawal from the Account Value and the Sum Insured in the following manner:

(a) if Death Benefit Option A is in effect, we will deduct an amount equal to a portion or all of the Withdrawal from the Account Value until the total Withdrawal has been deducted or, if sooner, when the Account Value multiplied by the Required Additional Death Benefit Factor becomes equal to the Sum Insured. After that point is reached, we will reduce the Account Value and the Sum Insured until the whole Withdrawal has been deducted from the Account Value and the Sum Insured.

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(b) if Death Benefit Option B is in effect, we will deduct the amount of the Withdrawal from the Account Value and make no other adjustment.

The Withdrawal cannot exceed an amount equal to the Surrender Value less all Expense Charges and Cost of Insurance Charges as described in Section 9 for the next three Processing Dates. No Withdrawal can be made unless the resulting Sum Insured is at least equal to the Minimum Sum Insured shown on page 3. We reserve the right to limit the number of Withdrawals. If required by our rules in effect when the Withdrawal becomes payable, a reduction in future Planned Premiums will automatically be effected to comply with those rules.

We may defer the payment of any surrender but not for more than 6 months, or any shorter period as provided by law, from the date we receive written notice and the policy. Interest on the amount of the payment at the guaranteed rate of 4% will be credited for the period that the payment is deferred. No other interest will be credited to such amount.

To surrender your life insurance policy you must provide written notice to us. The notice must contain at least all of the following:

- 1) An unequivocal request to surrender.
- 2) The policy number to be surrendered.
- 3) The insured's name on the policy to be surrendered.
- 4) The policyowner's signature and, if required by the policy or by a legally binding document of which we have actual notice, the signature of a collateral assignee, irrevocable beneficiary, or other person having an interest in the policy through the legally binding document.
- 5) Either the policy itself, or, in lieu of the policy, a statement that the policy itself has been lost or destroyed.

12. ANNUAL REPORT TO OWNER

We will send you a report at least once in each year which shows:

- The Death Benefit, Sum Insured and Account Value as of the date of the report;
- Premium payments received and charges made since the last report;
- Withdrawals since the last report;
- Loan information; and
- Interest credits, monthly deductions, and any other information required by the Superintendent of Insurance of the State of New York.

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13. BASIS OF COMPUTATIONS

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Minimum surrender values, reserves and net single premiums referred to in the policy, if any, are computed on the basis of the Commissioners 1980 Standard Ordinary Smoker or Non-Smoker Mortality Table with percentage ratings, if applicable, and based on the sex and the underwriting class of the Insured on the Date of Issue. The computations are made using interest at the rate of 4% a year and using continuous functions.

The Account Value while the policy is in force is computed as described in Section 9. A detailed statement of the method of computation of values has been filed with insurance supervisory officials of the jurisdiction in which this policy has been delivered or issued for delivery. The values are not less than the minimum values under the law of that jurisdiction.

Any values, reserves and premiums applicable to any provision for an additional benefit shall be specified in the provision and have no effect in determining the values available under the provisions of this Section 13.

14. REINSTATEMENT

Subject to meeting the following conditions, the policy may be reinstated within 3 years after the date termination occurs under the Grace Period provision. The requirements for reinstatement are:

- Evidence of insurability satisfactory to us must be submitted;
- Payment with interest at the Loan Interest Rate or 6%, whichever is lesser, of the balance of unpaid Cost of Insurance Charges for the period before the policy terminated, together with applicable Expense Charges as if this payment were a premium payment; and
- A minimum premium sufficient to keep the policy in force for two months must be paid: and
- Any indebtedness must be paid or reinstated.

The Incontestability provision will apply from the effective date of reinstatement. If the policy has been in force for 2 years during the lifetime of the Insured, it will be contestable only as to statements made in the reinstatement application. Upon reinstatement, the Suicide provision continues to run from the Date of Issue.

The effective date of a reinstated policy will be the monthly anniversary day on or next following the day we approve the application for reinstatement. The Account Value upon reinstatement will be calculated in the same manner as if the policy had not lapsed.

15. OWNER AND BENEFICIARY

The Owner and the Beneficiary will be as shown in the application unless you change them or they are changed by the terms of this provision.

You shall have the sole and absolute power to exercise all rights and privileges without the consent of any other person unless you provide otherwise by written notice.

Unless otherwise provided, if there is no surviving Beneficiary upon the death of the Insured, or if the Beneficiary and the Insured die simultaneously, you will be the Beneficiary, but if you were the Insured, your estate will be Beneficiary.

While the Insured is alive, you may change the Owner and Beneficiary by written notice. No change or revocation will take effect unless we receive the notice. If such receipt occurs, then (i) a change of Beneficiary will take effect on the date the notice is signed, and (ii) a change or a revocation of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not you or the Insured is alive on the date we receive the notice. A change or revocation will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we receive the notice.



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16. INTEREST ON PROCEEDS

We will pay interest on proceeds paid in one sum in the event of the Insured's death from the date of death to the date of payment. The rate will be the same as declared for Option 1 in Section 23, Settlement Provisions.

17. CLAIMS OF CREDITORS

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law.

18. ASSIGNMENT

Your interest in this policy may be assigned without the consent of any revocable Beneficiary. Your interest, any interest of the Insured and of any revocable Beneficiary shall be subject to the terms of the assignment.

We will not be on notice of any assignment unless it is in writing, nor will we be on notice until a duplicate of the original assignment has been received at our Home Office. We assume no responsibility for the validity or sufficiency of any assignment.

19. INCONTESTABILITY

This policy, except any provision for reinstatement or policy change requiring evidence of insurability, shall be incontestable after it has been in force during the lifetime of the Insured for two years from its Date of Issue, except non-payment of premiums. Any contest of this contract will be based only on material misrepresentations.

A reinstatement and any policy change requiring evidence of insurability shall be incontestable after it has been in force during the lifetime of the Insured for two years from its effective date, except when premium payments are insufficient to keep the policy in force.

Any premium payment which we accept under Section 7 subject to insurability shall be considered a policy change. The Death Benefit resulting from such payment shall be governed by the immediately preceding paragraph.

20. MISSTATEMENTS

If the age or sex of the Insured has been misstated, we will adjust the benefits under the policy to those that would be applicable at the correct age or sex.

21. SUICIDE

If the Insured commits suicide within 2 years from the Date of Issue, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any indebtedness on the date of death and less any Withdrawals under Section 11. If the Insured commits suicide after 2 years from the Date of Issue and within 2 years from the effective date of any increase in the Death Benefit resulting from any payment of premium we are authorized to refuse under Section 7, the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of such premium, less the amount of any indebtedness on the date of death and any Withdrawals applicable, to such Death Benefit increase.

22. THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy and such application. However, additional written applications for policy changes or acceptance of excess payment under Section 7 may be submitted to us after issue and if accepted by us such additional applications become part of the policy. All statements made in any application shall be deemed representations and not warranties. We will use no statement made by or on behalf of the Insured to defend a claim under the policy unless it is in a written application.

Policy Years, policy months, and policy anniversaries are measured from the Date of Issue.

Any reference in this policy to a date means a calendar day ending at midnight local time at our Home Office.

Changes in this policy may be made only by agreement between you and us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for us.

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23. SETTLEMENT PROVISIONS

Optional Methods of Settlement

In place of a single payment, an amount of \$1,000 or more payable under the policy as a benefit, as a Withdrawal or as the Surrender Value, if any, may be left with us, under the terms of a supplementary agreement. The agreement will be issued when the proceeds are applied through the choice of any one of the options below, or any additional options we, in our sole discretion, may make available after issue. We shall at least annually declare the rate of interest or amount of payment for each option. Such declaration shall be effective until the date specified in the next declaration.

Option 1-- Interest income at the declared rate but not less than 3.5% a year on proceeds held on deposit. The proceeds may be paid or withdrawn in whole or in part at any time as elected.

Option 2A-- Income of a Specified Amount, with payments each year totaling at least 1/12th of the proceeds, until the proceeds plus interest is paid in full. We will credit interest on unpaid balances at the declared rate but not less than 3.5% a year.

Option 2B-- Income for a Fixed Period with each payment as declared but not less than that shown in the Table for Option 2B.

Option 3-- Life Income with Payments for a Guaranteed Period, with each payment as declared but not less than that shown in the Table for Option 3. If the Payee dies within that period, we will pay the present value of the remaining payments. In determining present value, we will use the same interest rate used to determine the payments for this option.

Option 4-- Life Income without Refund at the death of the Payee of any part of the proceeds applied. The amount of each payment shall be as declared but not less than that shown in the Table for Option

Option 5-- Life Income with Cash Refund at the death of the Payee of the amount, if any, equal to the proceeds applied less the sum of all income payments made. The amount of each payment shall be as declared but not less than that shown in the Table for Option 5.

You may choose an option by written notice to us: (a) while the Insured is alive; and (b) before the proceeds become payable. If you have made no effective choice, you may make one by written notice within: (a) 6 months after the death of the Insured; or (b) 2 months after the date on which the proceeds, if any, are payable in any case except death.

No choice of an option may provide for payments of less than \$50.00. The first payment will be payable as of the date the proceeds are applied, except that under Option 1 it will be payable at the end of the first payment interval.

No option may be chosen without our consent if the proceeds are payable: (1) in any case, except death, before the policy has been in force on the same plan for at least 5 years; or (2) in any case to an executor, administrator, trustee, corporation, partnership, association, or assignee.

A Payee may, by written notice, name and change a Contingent Payee to receive any final amount that would otherwise be payable to the Payee's estate.



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Table for Options 2B, 3, 4 and 5 -- MALE*

(Monthly payments for each \$1000 of proceeds applied)

OPTION 2E			OPTION 3		OPTION 4	OPTION 5
Income for	a Fixed	Age of Payee at	Life Incom		Life	Life
Period		Birthday Nearest	Guarantee	ed Period	Income	Income
Period		Date of First	40.14	00.14	without	with Casl
of Years	Payment	Payment	10 Years	20 Years	Refund	Refund
1	84.46	40	3.64	3.60	3.66	3.56
2 3 4	42.86	41	3.69	3.64	3.71	3.60
3	28.99	42	3.74	3.68	3.76	3.64
5	22.06 17.91	43 44	3.79 3.85	3.73 3.77	3.81 3.87	3.68 3.73
	*					İ
6 7	15.14 13.16	45 46	3.90 3.96	3.82 3.87	3.93 3.99	3.77 3.82
8	11.68	47	4.02	3.92	4.05	3.87
9	10.53	48	4.09	3.97	4.12	3.92
10	9.61	49	4.15	4.03	4.19	3.98
11	8.86	50	4.22	4.08	4.27	4.04
12	8.24	51	4.29	4.14	4.34	4.10
13	7.71	52	4.27	4.20	4.43	4.16
14	7.26	53	4.45	4.26	4.51	4.23
15	6.87	54	4.54	4.32	4.60	4.30
16	6.53	55	4.62	4.39	4.70	4.37
17	6.23	56	4.72	4.45	4.80	4.45
18	5.96	57	4.82	4.51	4.91	4.53
19 20	5.73 5.51	58 59	4.92 5.03	4.58 4.64	5.03 5.15	4.61 4.70
				ľ		
21 22	5.32 5.15	60 61	5.14 5.26	4.71 4.78	5.28 5.42	4.79 4.89
23	4.99	62	5.39	4.84	5.57	4.99
24	4.84	63	5.52	4.90	5.74	5.10
25	4.71	64	5.66	4.96	5.91	5.21
26	4.59	65	5.81	5.02	6.10	5.33
27	4.47	66	5.96	5.08	6.29	5.45
28	4.37	67	6.11	5.13	6.50	5.58
29 30	4.27 4.18	68 69	6.28 6.44	5.18 5.23	6.73 6.97	5.72 5.86
		-				
	ni-annual or	70 71	6.61 6.78	5.27 5.31	7.23 7.51	6.01 6.06
	payments ion 2B are	71 72	6.96	5.34	7.80	6.33
	3 and 2.993	73	7.14	5.37	8.12	6.51
	times the	74	7.32	5.40	8.45	6.68
monthly	payments.			1		
		75	7.49	5.42	8.82	6.87
		76 77	7.67 7.84	5.44 5.44	9.21 9.62	7.08 7.28
		778	8.01	5.44	10.07	7.52
		79	8.17	5.48	10.55	7.74
		80	8.33	5.49	11.06	7.97
		81	8.48	5.49	11.61	8.26
		82	8.61	5.50	12.19	8.50
		83	8.74	5.50	12.81	8.76
		84	8.86	5.51	13.46	9.11
		85 & over	8.97	5.51	14.16	9.39
			1	1		

^{*}Blended 1983 Individual Annuitant Mortality Table D, interest 3%.

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NYSCEF DOC. NO. 3 RECEIVED NYSCEF: 11/08/2022

Table for Options 2B, 3, 4 and 5 -- FEMALE*

(Monthly payments for each \$1000 of proceeds applied)

OPTION 2		Age of Dovers of	OPTION 3	طفانده	OPTION 4	OPTION 5
Income foi Period	rarixed	Age of Payee at Birthday Nearest	Life Incom Guarantee		Life Income	Life Income
Period		Date of First	Guarantee	a r eriou	without	with Cash
of Years	Payment	Payment	10 Years	20 Years	Refund	Refund
1	84.46	40	3.42	3.40	3.42	3.37
2 3 4	42.86	41	3.46	3.43	3.46	3.41
3	28.99 22.06	42	3.50	3.47	3.50 3.54	3.44
4 5	17.91	43 44	3.54 3.58	3.51 3.55	3.54	3.48 3.52
6	15.14	45	3.63	3.59	3.63	3.56
6 7 8 9	13.16	46	3.67	3.63	3.68	3.60
8	11.68	47	3.72	3.68	3.73	3.64
9 10	10.53 9.61	48 49	3.77 3.83	3.72 3.77	3.79 3.84	3.69 3.74
11	8.86	50	3.89	3.82	3.90	3.79
12	8.24	51	3.95	3.88	3.97	3.84
13	7.71	52 53	4.01	3.93 3.99	4.03 4.10	3.89 3.95
14 15	7.26 6.87	53 54	4.08 4.15	4.04	4.10	4.01
16	6.53	55	4.22	4.11	4.25	4.07
17	6.23	56	4.30	4.17	4.34	4.14 4.21
18 19	5.96 5.73	57 58	4.38 4.47	4.23 4.30	4.42 4.52	4.21
20	5.51	59	4.56	4.37	4.61	4.36
21	5.32	60	4.65	4.44	4.72	4.44
22 23	5.15 4.99	61 62	4.76 4.86	4.51 4.58	4.83 4.95	4.52 4.61
23 24	4.84	63	4.98	4.65	5.07	4.70
25	4.71	64	5.10	4.72	5.21	4.80
26	4.59	65	5.22	4.79	5.35	4.91
27 28	4.47 4.37	66 67	5.36 5.50	4.86 4.93	5.51 5.67	5.02 5.13
29	4.27	68	5.65	5.00	5.85	5.13
30	4.18	69	5.80	5.06	6.04	5.38
	mi-annual or	70	5.96	5.12	6.25	5.52
	payments	71 72	6.14 6.31	5.18 5.23	6.47 6.71	5.67 5.82
	tion 2B are 63 and 2.993	73	6.50	5.28	6.97	5.99
respectivel	ly times the	74	6.69	5.32	7.26	6.15
monthly	payments.	75	6.89	5.35	7.56	6.33
		76	7.09	5.39	7.90	6.53
		77	7.29	5.41	8.26	6.72
		78 79	7.49 7.69	5.43 5.45	8.65 9.07	6.95 7.17
		80	7.89	5.47	9.53	7.40
		81	8.08	5.48	10.03	7.67
		82 83	8.26 8.43	5.49 5.50	10.57 11.16	7.92 8.23
		84	8.59	5.50	11.79	8.50
		85 & over	8.74	5.50	12.48	8.79

*Blended 1983 Individual Annuitant Mortality Table D, interest 3%.



CAUTION: THIS DOCUMENT HAS NOT YET BEEN REVIEWED BY THE COUNTY CLERK. (See below.) INDEX NO. UNASSIGNED

NYSCEF DOC. NO. 3 RECEIVED NYSCEF: 11/08/2022

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NYSCEF DOC. NO. 3

John Hancock. Life Insurance Company

AMENDMENT TO APPLICATION

RECEIVED NYSCEF: 11/08/2022

Boston, Massachusetts 02117

Policy No. 00266242

Insured or Proposed Insured HELENA GOLD

It is requested that the application with respect to the above-numbered policy be amended as follows:

PAGE 4, SECTION N, #1, TO READ: NONE

Dated JANUARY 17, 2003 Signature

Agency 515 Agent no. 90269

174R(I)NY

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8976823

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RECEIVED NYSCEF: 11/08/2022

Part A Statements to the Company's Agent

0266242 A. PROPOSED INSURED I. Name of Proposed Insured: 10. Address HPURS First Helena Gold Brooklyn Last _____ 11. Home Phone (718) 875 2. Sex U Male D Female 12. Work Phone (___ 3. Date of Birth 3/24/26 13. Best time and place for Underwriting to call (in Proposed 4. Place of Birth Insured's local time zone) 14. Does the Proposed Insured smoke cigarettes or use any other tobacco product, i.e., cigars, pipes, snuff, chewing tobacco, etc.? ☐ Yes ☐ No 5. Soc. Sec. Number 6. Driver's License #:_ If Yes: product frequency 7. Height ____ft. ___ in. 8. Weight ___ If No, is the Proposed Insured a former tobacco user! Tell No letired 9. Occupation 1857 (if applicable) date last used B. BENEFICIARY OF PROCEEDS PAYABLE IN THE EVENT OF THE INSURED'S DEATH PRIMARY: Please indicate full name and relationship to the Proposed Insured. CONTINGENT: Please indicate full name and relationship to the Proposed Insured. all children of owner equally as provided in the applicable benefit provided to the pipe is referred C. COMPLETE THIS BOX ONLY IF OWNER IS NOT THE PROPOSED INSURED 1. Owner Name (First, MI, Last) or name of trust or corp. 5. Date of Birth 9/2/165 (If more space is needed, use Special Request box and check here (2) Moshe Gold 2. Soc. Sec. Number (or Tax ID Number 7a. (If PI is under age 15) Contingent Owner name and relationship to Proposed Insured (if none, leave blank) Manager 3. Occupation 4. Relationship to Proposed Insured Son 7b. Contingent Owner Age D. COMPLETETHIS BOX ONLY IF SPOUSE, APPLICANT OWNER, OR CHILDREN'S RIDERS DESIRED 1. Please give the following information for all (other than Proposed Insured) being proposed for insurance, or Applicant Owner if Applicant Waiver is applied for. If Children's Insurance is applied for, give names of Proposed Insured's children, adopted children, and stepchildren under age 15. If any child under age 15 is omitted, give name and explain why in Box \$ on Page 5. D.O.8. Relationship to Proposed Insured Present Total 2a. Spouse's Driver's License No. ___ Military Pay Grade (if applicable) ____ 2b. Spouse's Soc. Sec. Number Spause's Occupation 4. Does the Spouse smoke cigarettes or use any other tobacco product, i.e., cigars, pipes, shuff, chewing tobacco, etc.? ☐ Yes ☐ No If Yes, product and frequency? Frequency If No. is the Spouse a former tobacco user? U Yes U No If Yes: product and date last used: 5. Spouse's Place of Birth: State: Country, if not USA: Page [

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Part A Statements to the Company's Agent

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Texible Premium Universal Life	Other (specify)
BENEFITS	G. PAYMENT DETAILS
Sum Insured at Issue \$ 1000 1000 Departs Benefit Option (choose one) Option A - Sum Insured at Issue Option B - Sum Insured plus Account Value Death Benefit Flexibility, (check, if desired) heck no more than one of the following: Sum Insured at Issue increasing by 'at issue or so per year (level thereafter) Customized Schedule [beginning after first policy year, list by policy year or years, Sum Insured Schedule may not decrease): Policy Year(s) Increase Amount S (1) S (2) S (3) S (4) S (5) S (6) S (7) S (8) Formular Cost Recovery Diffe of policy or policy years Optional: Recovery increase percentage Recovery increase years (level thereafter) RIDERS ON PROPOSED INSURED Insured Schedule Riders (please specify)	1. Premium Billing Interval (Choose One) #Annual

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Part A Statements to the Company's Agent

b. skin/scuba diving, parachuting, motorized racing, or other hazardous sports?	Z No
a. flying except as a passenger on regularly scheduled airlines? (If yes, please complete aviation questionnaire.) b. skin/scuba diving, parachuting, motorized racing, or other hazardous sports? (If yes, please complete avocation questionnaire.) 2. In the past five years, has any person been convicted of reckless driving or driving under the influence or had a driving license suspended or revoked? 3. In the past three years has any person been convicted of two or more motor vehicle moving violations? 4. In the past 10 years has any person been convicted for the violation of any criminal law? 5. Does any person intend to reside or travel outside the U.S. or Canada? 1 Yes 1 If any of questions 2-5 are answered "yes", please explain: 1. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. 1. Company 1. Issue Year 1. Plan 1. Amount 1. ADB Amount 1. Business Insurance 1. Yes	A No
(If yes, please complete aviation questionnaire.) b. skin/scuba diving, parachuting, motorized racing, or other hazardous sports? (If yes, please complete avocation questionnaire.) 2. In the past five years, has any person been convicted of reckless driving or driving under the influence or had a driving license suspended or revoked? 3. In the past three years has any person been convicted of two or more motor vehicle moving violations? 4. In the past 10 years has any person been convicted for the violation of any criminal law? 5. Does any person intend to reside or travel outside the U.S. or Canada? 1 Yes 1 Any of questions 2-5 are answered "yes", please explain: N. OTHER INSURANCE / REPLACEMENT INFORMATION 1. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company 1 Issue Year 1 Plan 2 Amount 3 ADB Amount 4 Business Insurance 3 Yes 4 Yes 4 Yes 5 Yes 5 Yes 6 Yes 7 Yes	A No
(If yes, please complete avocation questionnaire.) 2. In the past five years, has any person been convicted of reckless driving or driving under the influence or had a driving license suspended or revoked? 3. In the past three years has any person been convicted of two or more motor vehicle moving violations? 4. In the past 10 years has any person been convicted for the violation of any criminal law? 5. Does any person intend to reside or travel outside the U.S. or Canada? 1 Yes 1 If any of questions 2-5 are answered "yes", please explain: N. OTHER INSURANCE / REPLACEMENT INFORMATION 1. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company 1 Issue Year 1 Plan 2 Amount 3 Amount 3 Uyes 4 Uyes 5 Descriptions 2-5 are answered "yes" please explain: 1 Yes 2 Yes 3 Uyes 4 Uyes 5 Uyes 5 Uyes 6 Uyes 7 Uyes	
driving under the influence or had a driving license suspended or revoked? 1. In the past three years has any person been convicted of two or more motor vehicle moving violations? 4. In the past 10 years has any person been convicted for the violation of any criminal law? 5. Does any person intend to reside or travel outside the U.S. or Canada? 1. If any of questions 2-5 are answered "yes", please explain: N. OTHER INSURANCE / REPLACEMENT INFORMATION 1. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company Issue Year Plan Amount ADB Amount Business Insurance in Yes	Z No
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5. Does any person intend to reside or travel outside the U.S. or Canada! If any of questions 2-5 are answered "yes", please explain: N. OTHER INSURANCE / REPLACEMENT INFORMATION I. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company Issue Year Plan Amount ADB Amount Business Insurance in the company Issue Year Plan Amount Types Insurance In the company Issue Year Plan Amount Types Insurance In the company Insurance	2 No
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I. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company Issue Year Plan Amount ADB Amount Business Insurance Yes Yes Yes	
I. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company Issue Year Plan Amount ADB Amount Business Insurance Yes Yes Yes	
I. Give information indicated as to all insurance in force on any person proposed for insurance, including term riders. Company Issue Year Plan Amount ADB Amount Business Insurance Yes 1 1965	
Company Issue Year Plan Amount ADB Amount Business Inst	estica de la composição d
☐ Yes ☐ Yes ☐ Yes ☐ ☐ ☐ Yes ☐ ☐ ☐ ☐ ☐ ☐ Yes ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	
☐ Yes ☐ Yes ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	urance!
☐ Yes ☐ Yes ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	I No
D Yes	
OVer	O No
1 Julies 1	Ú No
2. Is any other insurance application now pending or contemplated on the life of any person proposed for insurance? ☐ Yes If yes, which person(s)?	Z No
What company(ies)/amounts?	
3a. Is the insurance applied for intended to replace or change any life insurance or annuity now in force on any person proposed for insurance?	ΔN ₀
Company Policy # Amount Company Policy # Amount	
Historia and the state of the s	
3b. Check this box if this case is a 1035 exchange. (Please refer to inside front cover for 1035 Exchange Guidelines.)	
4. Is Disability Insurance with Provident or Long Term Care Insurance with the Company currently being applied for? No U Yes, DI (Date of application) U Yes, LTC (Date of application)	
 Has any application for life, disability, or health insurance on any person being proposed for insurance ever been declined, postponed, or modified? 	/
	/
AND EQUAL OF LONG SALE CONTRACTOR OF THE CONTRAC	Z No

				IS BEING	

How much advance payment is included with this Parc A? \$
 (Write check to John Hancock Life, 1035 external replacements may not be prepaid.)

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NYSCEF DOC. NO. 3

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INDEX NO. UNASSIGNED

Statements to the Company's Agent

AGREEMENT AND SIGNATURES

- A. The statements and answers on pages I through 6 of Part A and Part B of the attached application are, to the best of my knowledge and belief, complete, true, and correctly recorded. All statements and answers are representations and not warranties, and with all Parts B of the attached application will form the basis for and be a part of any new policy or additional benefit provision issued on
- B. Coverage will take effect as provided in and subject to the terms and conditions of Conditional Temporary Insurance Agreement Form 156-COMBTIA-99 bearing the same date and number of this Part A if: (1) an advance payment of at least the Minimum Temporary Insurance Premium is made with this Part A which satisfies the requirements of such Conditional Temporary Insurance Agreement and (2) the amount applied for in this and all other applications now pending in John Hancock Life Insurance Company daes not exceed \$1,000,000 life insurance.
- C. If the applicant has a right to have the new policy issued as requested without completing any Part B, the new policy will take effect as of its Date of Issue, provided the initial payment has been received with this application.
- D. In cases other than those described in B and C above, any new policy or benefit provision will take effect as of the Date of Issue of the policy, but: (1) only on delivery to and receipt by the Applicant of the policy and payment of the minimum initial premium thereon and (2) only if at the time of such delivery and payment each person proposed for insurance in Parts A and B of this application is living and has not consulted or been examined or treated by a physician or practitioner since the latest Part B pertaining to such person was completed.
- No agent or medical examiner is authorized to make or discharge policies or waive or change any of the conditions or provisions of any application, policy, or receipt, or to accept risks or pass on insurability. Any such unauthorized action is not notice to or knowledge of the Company. A medical examiner is not an agent of the Company.

Provisions F and G apply only to variable products

- All benefits, payments, and values, including the Death Benefit and Account Value, under any policy issued which is based upon the investment experience of a separate investment account may increase or decrease in accordance with the investment experience of the separate investment account and are not guaranteed as to fixed dollar amount. The Account Value may even decrease to zero.
- G. A prospectus for the policy applied for has been given to the Proposed Insured and/or to the Applicant.

Provisions H, I, J, K, and L apply if the policy applied for is a term conversion or purchase option.

- H. The new policy will be a new separate contract. If the new policy is issued in exchange for the original insurance, all liability of the Company under the original insurance will cease when the new policy takes effect. Until the new policy is issued, coverage will still be in force under the original policy. Coverage under the new policy will take effect as indicated in Paragraph C above.
- The application for the original insurance, unless such insurance is now incontestable, and the application for each additional benefit provision which is to be retained as specified on page 2 of this Application, unless such provision is now incontestable, will also form a basis for and be a part of the new policy,
- If the original policy or benefit provision is being exchanged and is subject to an assignment, the new policy will be subject to the same assignment unless it is discharged or, in the case of a policy loan assignment, unless the indebtedness has been repaid.
- If the new policy is issued in exchange for the original policy, any nonforfesture option election applicable to the original policy will be applicable to the new policy, if available, unless otherwise requested in writing,
- Ownership and control of any policy issued on the attached application will be determined by the terms of the new policy.

All statements and answers in this application are representations and not warranties and to the best of my knowledge and belief, are true and complete. I certify under the penalty of perjury that the Owner's Taxpayer Identification Number on page one is correct and complete. I assent to this application.

Signature of Proposed Insured's Spouse if proposed for insurence

Pelicyowner, Assignee or lirevocable Beneficiary (Signature required only for exchange of policy or benefit provisions)

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Application to the John Hancock Life Insurance Compar	ny	ź	Part B-STATEMENTS TO COMPANY'S MEDICAL EXAMINER
The questions and answers in 1-10 and Details of "Ye	s" a	กรพ	ers apply to the following person proposed for insurance
. a. Figure proposed for insurance: (PFIINT) GOLD FIRST State B. Bir SSI			DETAILS of "Yes" answers. (IDENTIFY QUESTION NUMBER CIRCLE APPLICABLE ITEMS: Include diagnoses, dates, duration and names and addresses of all attending physicians and medica facilities.)
Ever been treated for or had any known indication of: a. Disorder of eyes, ears, nose, or throat?	Yes	(58)	
Dizziness, fainting, convulsions, headache; speech defect, paralysis or stroke; mental or nervous disorder?	0	'n	
c. Shortness of breath, persistent hoarseness or cough, blood splitting branchitis, pleurisy, asthma, emphysema, tuberculosis or chronic respiratory disorder?	a	\psi	
d. Chest pain, palpitation, high blood pressure, rheumatic fever, heart nurmur, heart attack or other disorder of the heart or blood vessels?	a	्र _र	Annie and
Jaundice, intestinal bleeding, ulcer, hemia, appendicitis, colitis, diverticulitis, hemorrholds, recurrent indigestion, or other disorder of the stomach, intestines, liver or galibladder?	a	49	o Gitaman
Sugar, albumin, blood or pus in urine, venereal disease; stone or other disorder of kidney, bladder, prostate, reproductive organs or breasts? Diabetes; thyroid or other endocrine disorders?	0 0	40	4670143
h. Neuritis, scialica, rheumatism, arthritis, gout, or disorder of muscles or bones, including spine, back, or joints?	a	₽	
Deformity, lameness or amputation? j. Disorder of skin, lymph glands, cyst, lumor, or cancer?	0	4	To be answered by Females Age 15 and over. Yes No. To the best of your knowledge are you now.
k. Allergies, anemia or other disorder of the blood?	a	ਦੇ ਨ	pregnant? Expected date of confinement
Ever used or dealt in barbiturates, narcotics or other drugs, excitants or hallucinogens except as medication prescribed by a physician?	<u> </u>	_ <u>=</u>	9. a. Name and address of your personal physician: X M9 (If none, so state)
Now under treatment or taking any prescription drug? Any change in weight in the past year?	a	0	b. In past 5 years have you consulted your personal physician for any matter not recorded in answers to questions 2-8?
Other than above, within the past 5 years	0.0	- G	If "Yes", lumish reason, details and date in "Details" / soace above. 10. Any lamily history of tuberculosis, diabetes, cancer, high blood pressure, heart or kidney disease, or mental
c. Been a patient in a hospital, clinic, sanatorium, or other medical facility? d. Had electrocardiogram, X-ray, other diagnostic test? e. Been advised to have any diagnostic test.	0	5	iliness?
hospitalization, or surgery which was not completed? Even a. Had military service determent, rejection or discharge	a	<u> </u>	Living Cause of Death Geath Ge
because of a physical or mental condition? b. Requested or received a pension, benefits, or payment because of any injury, sickness or disability?	0	4-6	Brothers and Sisters 4 No. Living 4 874
The foregoing statements and answers are to the best of my are representations and not warranties.	/ knc	wdec	ge and belief, complete, true, and correctly recorded and
Witness City or Town	*****		State / Jours Colons Signature of person proposed for insurance, if age 15 or over, or Applicant, if person proposed is under age 15.

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Application for Life Insurance

This application is to: John Hancock Life Insurance Company

Instructions:

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- 1. Please print all answers legibly in black ink.
- 2. Please complete only one "Page 2", depending on the plan applied for.
- 3. Any change or deletion must be initialed by the Proposed Insured or Applicant.
- 4. Part B must be completed on all people proposed for coverage unless they are to be medically examined.

Type of Application	Complete These Sections	Enter/Send Application	
New Life Insurance Policy Replacement Pension Trust	Part A Part B (if Nonmedical application) Agreement and Signatures Authorization Page 8 Pages 9-13 (if applicable)	Enter case into ELUS (Date entered://) Send to Underwriting	
☐ Term Conversion (of John Hancock term policies and riders)	Part A (except Questions 4, 7, and 9 of Box A, Box M, and Questions 1, 2, 4, and 5 of Box N) Part B (if excess amount I iders applied far) Agreement and Signatures Authorization (if excess amounts I riders applied for) Page 10 Pages 9-13 (if applicable)	Enter case into ELUS (Date entered:	
Rider Addition (to existing policy) Increases in Amount (FlexV, MVL Edge, UL) Option Change 1 to 2 (FlexV, MVL Edge, UL)	Part A (Boxes A, D. I. J. M, N, Q, and S only) Part B Agreement and Signatures Authorization Page S Pages 10-13 (if applicable) Use Boxes I and J on Page 2	Send to Underwriting .	
☐ Change in Rating	Part A (Box A and S only) Part B Agreement and Signatures Authorization Sales Credit	Send to Underwriting	
☐ Contractual Changes (e.g., Exchange of Existing Policy, Plan Changes, Amount Reductions) Option Change 2 to 1 (FlexV, MVL Edge, UL)	Part A (Box S only) Part B (if changing to Lower Premium Plan) Agreement and Signatures Authorization (if underwriting required) Sales Credit	Send to Coverage Changes	
Maria Cara Barrana	Para samura (1996) da la companya d	ALL STREET, ST	

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Communications about this policy may be sent to the Company at John Hancock Place, Boston, Massachusetts 02117.

Flexible Premium Universal Life Insurance

Death Benefit payable at death of Insured

Non-Participating - not eligible for dividends

Benefits, premiums and the Premium Class are shown in the Policy Specifications Section.